

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonny's Enterprises, LLC		05/05/2023	Limited Liability Company: DELAWARE
Sonny's HFI Holdings, LLC		05/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as administrative agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	97534906	AIR-LINK	
Registration Number:	6418604	CERABOND	
Registration Number:	6420647	CERAMIC X3	
Registration Number:	7003659	COBRA TIRE BRUSH	
Registration Number:	6822208	FLEX-FLO	
Registration Number:	6655188	FREECHISE	
Registration Number:	6764317	FUSION BATH	
Registration Number:	6603195	FUSION PRIME	
Registration Number:	6603197	FUSION RAIN REPEL	
Registration Number:	6603196	FUSION WAX	
Registration Number:	6762397	HYPER SHEEN	
Registration Number:	6762396	HYPER SHINE	
Registration Number:	7004976	MAKE CARWASHING EASY	
Serial Number:	97792414	PYTHON BRUSH	
Serial Number:	97623204	SONNY'S CARWASH COLLEGE	
Serial Number:	97274498	STARGATE	

OP \$515.00 97534906

Property Type	Number	Word Mark
Registration Number:	6868179	THE TUNNEL EXPERTS
Serial Number:	97534911	WATER-LINK
Serial Number:	97920792	
Serial Number:	97920796	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	05/05/2023

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), dated as of May 5, 2023, is made by each entity listed on the signature pages hereof (each, a “*Grantor*”, and collectively, the “*Grantors*”), in favor of OWL ROCK CAPITAL CORPORATION, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Amended and Restated Credit and Guaranty Agreement (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time in accordance with the terms thereof, the “*Credit Agreement*”), dated as of May 5, 2023, by and among Sonny’s Enterprises, LLC, a Delaware limited liability company (the “*Borrower*”), Sonny’s Holding Corporation, Inc., a Delaware corporation (“*Holding Corporation*”), Sonny’s Holdings, LLC, a Delaware limited liability company (“*Holdings LLC*”), Genstar SCF Holdings, Inc., a Delaware corporation (“*Holdings*”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent. Pursuant to the Credit Agreement, the Administrative Agent, the L/C Issuer(s) and the Lenders have agreed, subject to certain terms and conditions set forth therein, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, the Administrative Agent, the L/C Issuer(s) and the Lenders have extended credit and made certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to the Administrative Agent for the benefit of the Secured Creditors (a) that certain Security Agreement dated as of August 5, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to the Administrative Agent a continuing first priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently

existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Agreement and any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SONNY'S ENTERPRISES, LLC, a Delaware limited liability company
as a Grantor

By: _____

Name: Kelly Lawrence

Title: Senior Vice President, Finance

SONNY'S HFI HOLDINGS, LLC, a Delaware limited liability company
as a Grantor

By: _____

Name: Kelly Lawrence

Title: Senior Vice President, Finance

[Signature Page to Trademark Security Agreement]

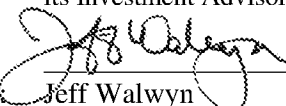
TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION,
as Administrative Agent

By: Owl Rock Capital Advisors LLC,
its Investment Advisor

By:


Name: Jeff Walwyn

Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
AIR-LINK	7	97534906 04-AUG-2022		Sonny's Enterprises, LLC
CERABOND	3	90273999 23-OCT-2020	6418604 13-JUL-2021	Sonny's Enterprises, LLC
CERAMIC X3	3	88607501 06-SEP-2019	6420647 13-JUL-2021	Sonny's Enterprises, LLC
COBRA TIRE BRUSH	7	97071752 13-OCT-2021	7003659 21-MAR-2023	Sonny's Enterprises, LLC
FLEX-FLO	17	90518995 08-FEB-2021	6822208 16-AUG-2022	Sonny's Enterprises, LLC
FREECHISE	35	90383236 15-DEC-2020	6655188 22-FEB-2022	Sonny's Enterprises, LLC
FUSION BATH	7	90683666 30-APR-2021	6764317 21-JUN-2022	Sonny's Enterprises, LLC
FUSION PRIME	7	90683685 30-APR-2021	6603195 28-DEC-2021	Sonny's Enterprises, LLC
FUSION RAIN REPEL	7	90683696 30-APR-2021	6603197 28-DEC-2021	Sonny's Enterprises, LLC
FUSION WAX	7	90683690 30-APR-2021	6603196 28-DEC-2021	Sonny's Enterprises, LLC
HYPER SHEEN	3	90663340 22-APR-2021	6762397 14-JUN-2022	Sonny's Enterprises, LLC
HYPER SHINE	3	90663333 22-APR-2021	6762396 14-JUN-2022	Sonny's Enterprises, LLC
MAKE CARWASHING EASY	35, 37, 41	97260954 10-FEB-2022	7004976 21-MAR-2023	Sonny's Enterprises, LLC
PYTHON BRUSH	7	97792414 13-FEB-2023		Sonny's Enterprises, LLC
SONNY'S CARWASH COLLEGE	41	97623204 07-OCT-2022		Sonny's Enterprises, LLC
STARGATE	11	97274498 18-FEB-2022		Sonny's Enterprises, LLC
THE TUNNEL EXPERTS	35, 37, 41	97260972 10-FEB-2022	6868179 04-OCT-2022	Sonny's Enterprises, LLC
WATER-LINK	7	97534911 04-AUG-2022		Sonny's Enterprises, LLC
REAPER	7	97/920,792 4-MAY-2023		Sonny's HFI Holdings, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
REAPER & Design	7	97/920-796 4-MAY-2023		Sonny's HFI Holdings, LLC